

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: September 12, 2006

SUBJECT: **APPROVAL OF CONSULTANT AGREEMENTS FOR PHASE 1 FINAL DESIGN AND ENVIRONMENTAL ENGINEERING - BEAR CREEK PARKWAY, PROJECT NO. 06-CI-98/101040**

I. RECOMMENDED ACTION

- A. Move to approve the consultant agreement with KPG, Inc. for final design and construction services in the amount of \$1,170,000, and authorize the Mayor to sign the agreement.
- B. Move to approve the consultant agreement with GeoEngineers, Inc. for environmental services for property rights acquisition and for clean up of the Leary Way Shop Site in the amount of \$340,000, and authorize the Mayor to sign the agreement.
- C. Authorize City staff to obtain all necessary property rights needed to construct the project.

II. DEPARTMENT CONTACT PERSONS

Dave Rhodes, Director of Public Works	556-2705
Bill Campbell, Assistant Director of Public Works	556-2733
Ron Grant, Construction Division Manager	556-2742
Don Cairns, Transportation Division Manager	556-2834
Lisa Singer Project Manager	556-2726
Kurt Seemann, Transportation Engineer	556-2881

III. DESCRIPTION

Background

As outlined in the *Downtown Transportation Master Plan*, the proposed Bear Creek Parkway and 161st Avenue NE connections enhance downtown by completing the street grid and by better connecting Redmond Town Center to “old town”. The

project provides connectivity to pedestrians, trail users, and bicyclists, makes better transit connections, and provides better access to the open space in the downtown area. Staff is ready to move forward to complete the final design and property rights acquisition to move toward construction of Phase 1 improvements.

Summary of Design Process:

- April 2002—Council adopted “The Results” of the Downtown Transportation Master Plan that included the extension of Bear Creek Parkway.
- October 2002 --staff began outlining steps to construct the west end of Bear Creek Parkway.
- January 2003--Council, Mayor, members of the City’s Boards and Commissions, and other members of the community met in the field to walk potential alignments.
- Spring/Summer 2003—numerous Council study sessions to focus on issues and opportunities of the various alignments.
- October 2004—Final supplemental EIS completed with the recommendation of the current alignment.
- December 2004—City begins selection of consultant to develop 30% engineering plans and cost estimates for the Bear Creek Parkway connection.
- Spring 2005 to date—Design work continues including continuing work with Redmond’s Boards and Commissions, including Trails, Ped/Bike, Parks Board, and Planning Commission.

Council Direction/Context:

At the May 11, 2004, Study Session, Council provided clear direction to continue work of the Bear Creek Parkway extension. Included in that discussion were the following outcomes that would result from the project:

- Improvement of the pedestrian environment.
- Reclamation of the downtown for living and shopping.
- Availability of alternative traffic routes.
- **Allow for conversion to two-way streets.**
- **Encouragement of economic revitalization for downtown.**
- Accommodation for future growth.
- **Additional connection for east-west traffic.**

June 20, 2006 Study Session:

At the June study session, staff presented the complete 30% design for Bear Creek Parkway and 161st Avenue NE along with estimated overall project costs and a proposed schedule. At that meeting staff agreed to come back to council with a consultant contract to complete Phase I design, perform environmental clean-up, and begin acquisition of the necessary right-of-way together with a recommended conceptual funding plan.

IV. **IMPACT**

A. Service/Delivery:

These agreements will result in final PSE for Phase I of Bear Creek Parkway. They will also provide environmental services related to the environmental clean up of the Leary Way Shop Site property, and the acquisition of property rights for Phases 1 and 2.

B. Fiscal:

Estimated Project Costs:

<u>Phase 1 Design and Construction</u>	
KPG – Design Engineering	\$ 1,170,000
GeoEngineers - Environmental	340,000
Property Rights Acquisition and Clean-up	13,500,000
Administration and Misc.	290,000
<u>Phase 1 Construction</u>	<u>15,700,000</u>
Subtotal	\$31,000,000
 <u>Phase 2 Design and Construction</u>	
Subtotal	<u>\$ 7,000,000</u>
Total	\$38,000,000

Proposed Funding:

- * Long-term Financing \$38,000,000
- ** Annual Debt Service @ \$31,000,000 (Phase 1) \$ 2,500,000
- Annual Debt Service @ \$38,000,000 (Phases 1 and 2) \$ 3,100,000
- * The Finance Department will determine the most cost effective manner to borrow funds and structure the repayment. It is anticipated that the City will borrow the money as necessary in the early stages of the project, until the appropriate time to issue long-term bonds.
- ** Staff recommends that Transportation CIP/BTTI funds be used to service the debt. Project costs may be partially offset by contributions from sources such as stormwater and water/sewer CIP and developer impact fees. Staff will also actively pursue any available grants.

V. ALTERNATIVES

Council can choose to modify the scope of work, or direct staff to return at a later date. These actions will delay construction of the project beyond the estimated 2008 construction start date.

VI. TIME CONSTRAINTS

Approval of the agreements is essential in order to proceed with the design and construction of Phase I of Bear Creek Parkway.

Begin Phase 1: Final Design September 2006

Complete Final Design, Property Rights
Acquisition, and Environmental Clean-up Spring 2008

Construction Summer/Fall 2008 to Winter 2010

VII. LIST OF ATTACHMENTS

- A. Vicinity Map
- B. Consultant Agreement – KPG, Inc.
- C. Consultant Agreement – GeoEngineers, Inc.

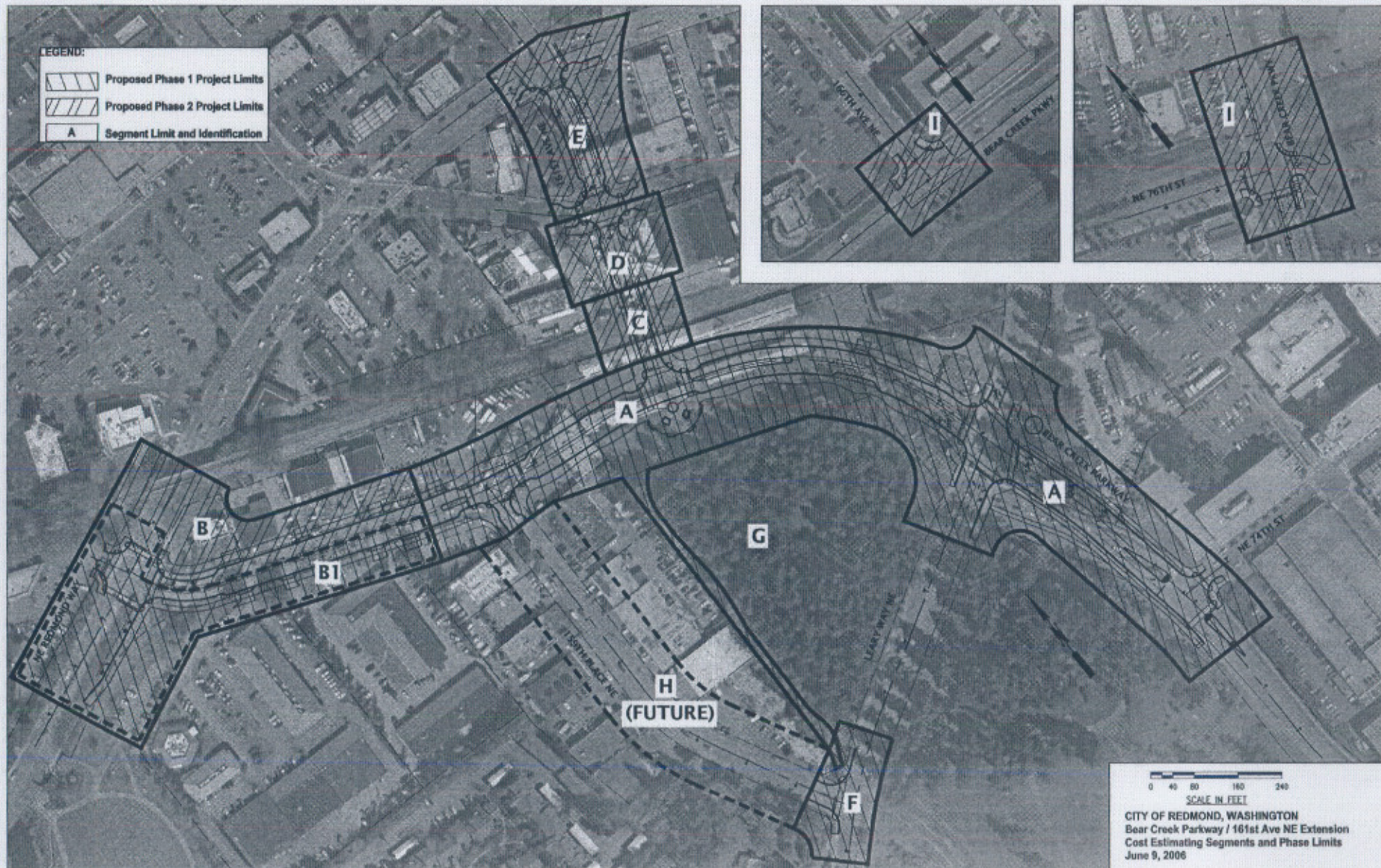
_____/s/_____
David Rhodes, Director of Public Works

9/5/06
Date

Approved for Council Agenda _____
Jane Christenson for
Rosemarie Ives, Mayor

9/6/06
Date

ATTACHMENT A



ATTACHMENT B

CONSULTANT AGREEMENT

PROJECT TITLE	WORK DESCRIPTION
Bear Creek Parkway	Engineering Services for: - Final Design and Construction Phase 1 - Legal Descriptions for Property Rights Acquisition Phases 1 and 2
PROJECT NO.	
100184/03-CI-70	
CONSULTANT	CONSULTANT ADDRESS
KPG, Inc.	753 Ninth Avenue North Seattle, WA 98109
FEDERAL I.D. NO.	
93-0661195	Sue Byers (206) 267-1058
MAXIMUM AMOUNT PAYABLE	COMPLETION DATE
\$ 1,170,000.00	April 30, 2008

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

V PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" to this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D", attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part

of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, or rendering of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, religion, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, religion, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180.

IX TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another

firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or it's employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of the AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.25.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Regular public liability and property damage insurance in an amount not less than a single limit of two million and 00/100 Dollars (\$2,000,000.00) for bodily injury, including death and property damage per occurrence.
- C. Professional liability insurance in the amount of \$1,000,000 or more against claims arising out of work provided for in this contract.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY's interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT's interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

XVI COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XVI EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

CITY OF REDMOND

By: _____

By: _____
Rosemarie Ives, Mayor

Title: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

CITY OF REDMOND BEAR CREEK PARKWAY – PHASE 1 FINAL DESIGN AND CONSTRUCTION SERVICES PROJECT NO. 100184/03-CI-70

SCOPE OF WORK

A. PROJECT DESCRIPTION/BACKGROUND

The City of Redmond recently completed a corridor plan for the Bear Creek Parkway and 161st Avenue NE Extension that is compatible with the Downtown Master Plan and is supported by the citizens, downtown businesses, City Council, boards and commissions, staff and other stakeholders. The study produced a 30% complete design for Bear Creek Parkway and 161st Avenue NE.

The City of Redmond wishes to construct improvements to a portion of Bear Creek Parkway identified as Phase 1 or Segments A, B1, and F on the attached figure, dated June 9, 2006. The project construction will include improvements as indicated on the 30% plans and 30% design report.

B. ASSUMPTIONS

In order to proceed with the Bear Creek Parkway and 161st Avenue NE Extension design the following assumptions were identified to provide direction to the final design:

- ☐ Geotechnical investigation and additional environmental studies will be completed by others under contract with the City.
- ☐ The property that previously contained the King County Maintenance facility has soil and groundwater contamination. The City of Redmond will complete environmental work that includes remedial excavation and off-site disposal of contaminated soil from the site prior to roadway improvements.
- ☐ The City of Redmond may hire an artist to work on the Bear Creek Parkway Extension. The scope of the artist's work is unknown as well as the impact to the Consultant's scope.
- ☐ The City desires to begin construction of improvements in 2008.
- ☐ Property acquisition negotiations will be completed by the City of Redmond. KPG will provide legal descriptions and associated drawings. Demolition of structures; evaluation of contamination and cleanup of the acquired property will be completed by others.
- ☐ A SEPA Checklist is not required for project improvements.
- ☐ Wetland delineation is not required for the Shoreline Development Permit.

C. KPG DELIVERABLES

Deliverables prepared by the Consultant are identified at the end of each task.

D. CITY OF REDMOND PROVIDED ITEMS:

The City of Redmond will provide/prepare the following:

- ☐ Submittal reviews, comments, and approvals (1 to 2 sets of comments per submittal)
- ☐ Public notices and property owner mailing and postage with KPG assistance
- ☐ Meeting room arrangements
- ☐ Stormwater system video and information on existing stormwater pipe condition
- ☐ Title reports and boundary research
- ☐ Right-of-way acquisition
- ☐ Permits other than the Shoreline Permit with KPG assistance
- ☐ Coordination with developers
- ☐ Hire and coordinate work with an artist
- ☐ Right-of-entries for surveying, if required

E. SCOPE OF WORK

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1 The Consultant will provide continuous project management for the project duration (estimate 12 months).
- 1.2 The Consultant will prepare monthly progress reports identifying work completed in the previous month, work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs. These reports will be submitted with the Consultant invoices.
- 1.3 The Consultant will provide continuous management and administration of all subcontractors included in this scope of work.
- 1.4 The Consultant will prepare for and attend coordination/progress meetings with City staff at regular intervals during the project to discuss key issues and track progress (estimate 15 meetings).
- 1.5 The Consultant will conduct regular project team meetings with internal staff and subconsultants.
- 1.6 The Consultant will provide internal quality assurance/quality control (QA/QC) reviews of all work products prior to submittal for City review.

Task 1 Deliverables:

- *Monthly progress reports (12 months)*

TASK 2 – SURVEY AND BASE MAPPING

- 2.1 Additional Surveying will be completed to incorporate changes since or missing data from the corridor plan survey as identified below:
 - After site cleanup & building demolition to obtain new surface topography
 - On cross streets to Bear Creek Parkway (such as Leary Way) to pick-up information for improvements such as the installation of traffic loops

- At sites of potential utility conflicts with new structures and utilities
 - To locate potholes
- 2.2 The Consultant will field verify the base map for accuracy.
- 2.3 The Consultant will coordinate field utility locates, for underground utilities prior to topographic survey updates for inclusion on the project base maps. Field marking of utility locations will be performed by APS.
- 2.4 The Consultant will hire APS to complete potholing to identify potential utility conflicts at each of the traffic signal pole foundations and new utility crossings. The Consultant will prepare a potholing plan to identify potential utility conflicts at the 60% design level. A design allowance of \$10,000.00 is included for potholing of existing utilities to determine actual depth. Pothole locations will be submitted to the City for approval prior to proceeding with the work. The Consultant will also work with utilities to accurately locate underground utilities.

Task 2 Deliverables:

- *Base Map*
- *Potholing plan*

TASK 3 – GEOTECHNICAL EXPLORATION

- 3.1 Additional environmental work for site cleanup will be conducted by GeoEngineers and will be contracted directly with the City of Redmond. The Consultant fee includes consulting and coordination time with the City and GeoEngineers.
- 3.2 Additional Geotechnical Evaluation will be conducted by GeoEngineers and will be contracted directly with the City of Redmond. The Consultant fee includes consulting and coordination time with the City and GeoEngineers.

No Task 3 Deliverables

TASK 4 – COMMUNITY INVOLVEMENT AND CONSENSUS BUILDING PROCESS

- 4.1 The Consultant will assist City Staff in providing updates at one City Council Meeting.
- 4.2 The Consultant will prepare presentation materials and attend one Community Meeting to present the project vision to and receive comments from the Community.
- 4.3 The Consultant will meet with a City Project Team at the beginning of the project and again at the 60% and 90% complete stages of the project. The City Project Team will consist of City Staff.
- 4.4 The Consultant will conduct one-on-one meetings with property owners (est. 4) to develop a design that considers their concerns.

Task 4 Deliverables:

- *Meeting presentation material.*
- *Documentation of one-on-one and City Project Team meetings.*

TASK 5 – UTILITY COORDINATION (*STORM WATER IS INCLUDED IN TASK 6*)

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- 5.1 Water: The Consultant will coordinate with City of Redmond Utilities and City of Redmond Fire Marshall to finalize water main and fire hydrant improvements within the limits of the project. The Consultant will attend up to 3 meetings to coordinate the design of the water system in the project area. The design of the water system is included in Task 9.
- 5.2 Sanitary Sewer: The Consultant will coordinate with City of Redmond Utilities Engineer to finalize sewer design within the project. The Consultant will attend up to 3 meetings to coordinate the design of the sanitary sewer system in the project area. The design of the sanitary sewer system is included in Task 9.
- 5.3 Other Franchise Utilities: The Consultant will meet and coordinate with the franchise utilities with facilities located within the limits of the project. Coordination will include design coordination of underground conversion of overhead utilities, relocation of existing underground facilities, and installation of new facilities. The Consultant will prepare minutes of all meetings with utility providers documenting decisions. The Consultant will attend up to 4 meetings to coordinate the design of underground utilities in the project area. The design of the joint utility trench system is included in Task 9.
- 5.4 Police and Fire: The Consultant will coordinate with Police and Fire officials regarding the street design, specifically median and curb bulb details.

Task 5 Deliverables:

- *Meeting minutes.*

TASK 6 – STORM WATER MANAGEMENT

- 6.1 The Consultant will prepare a Draft Project Specific Drainage Report in accordance with the WDOE 2001 Stormwater Management Manual for Western Washington, as modified by the City of Redmond's Stormwater Technical Notebook and the Community Development Guide. The design of the storm water conveyance and management system is included in Task 9.
- 6.2 The Consultant will prepare a Final Project Specific Drainage Report by incorporating comments from the Draft Project Specific Drainage Report.
- 6.3 The City has indicated that regional water quality facilities may be constructed rather than project-specific water quality facilities. The Consultant will coordinate with the City in the analysis of Regional Facilities in the project area.
- 6.4 The Consultant will attend meetings up to 3 meetings to coordinate regional and project specific stormwater management.

- 6.5 The Consultant will prepare a draft and final O&M Manual for water quality facilities including one vault at the Luke McRedmond Park and two ponds at Redmond Town Center open space.

Task 6 Deliverables:

- *3 Copies Draft Project Specific Drainage Report*
- *3 Copies Final Project Specific Drainage Report*
- *3 Copies Draft O&M Manual*
- *3 Copies Final O&M Manual*

TASK 7 – STREETSCAPE AND URBAN DESIGN

- 7.1 The Consultant will refine streetscape and urban design concepts on Bear Creek Parkway. The Consultant will attend up to 2 meetings to on streetscape and urban design.
- 7.2 The Consultant will prepare perspective sketches and schematics of the proposed improvements

Task 7 Deliverables:

- *Sketches/ perspectives*

TASK 8 – PERMITTING

- 8.1 The Consultant will Prepare and submit a Shoreline Permit for review and processing by the City
- 8.2 Tree Mitigation – The Consultant will continue to coordinate with the City regarding removal and replacement of landmark and significant trees.
- 8.3 Open Space Enhancement – The Consultant will finalize the open space enhancement plan for “Redmond Grove.”

Task 8 Deliverables:

- *Shoreline Permit – Draft and Final, 3 copies each*
- *Tree Mitigation memorandum*
- *Open Space Enhancement memorandum and plan view*

TASK 9 – FINAL DESIGN

- 9.1 The Consultant will complete additional traffic analyses as required to evaluate delays caused by right turning vehicles and pedestrian crossings.
- 9.2 The Consultant will develop conceptual design of a crossing under the BNSF railroad at extension of 158th Avenue NE and Bear Creek Parkway and evaluate feasibility of railroad crossing.
- 9.3 The Consultant will develop a conceptual design of a trail underpass beneath 161st Avenue NE and evaluate feasibility of lowering the grade of the trail.

9.4 The Consultant will prepare 60% Plans for review and approval by the City. Plans will be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required. Plan information will include:

- ☐ Drawing index and legend
- ☐ Centerline control information
- ☐ Limits of construction
- ☐ Right-of-way plans
- ☐ Site prep/demolition
- ☐ Typical sections and details
- ☐ Roadway plans including drainage system plan layout
- ☐ Road and Stormwater profiles
- ☐ Storm Water Quality Plans
- ☐ Utility Improvement plans (for sewer and water improvements)
- ☐ Urban Design Features
- ☐ Temporary erosion and sediment control plans
- ☐ Channelization Plans
- ☐ Signal Plans
- ☐ Illumination Plans
- ☐ Landscape/restoration plans
- ☐ Joint Utility Trench Plans (if undergrounding design is completed by the utilities)

9.5 The Consultant will prepare 90% Plans for review and approval by the City. It is anticipated that the final design drawings will include the following sheets:

- ☐ 1 Cover Sheet
- ☐ 1 Sheet Index and Alignment Plan
- ☐ 1 Legend and Abbreviations
- ☐ 2 Typical Sections
- ☐ 3 Roadway Details
- ☐ 9 Right-of-Way/Easement Plans
- ☐ 9 Plan Sheets
- ☐ 6 Roadway & Drainage Profile sheets
- ☐ 6 Intersection Plans
- ☐ 13 Storm Water Quality Plans and Details (includes 2 ponds, 1 vault and miscellaneous details)
- ☐ 6 Water & Sewer Plans
- ☐ 6 Sewer Profiles
- ☐ 6 Water Profiles
- ☐ 2 Water & Sewer Details
- ☐ 9 Urban Design Plans (Sidewalk Layout Plans)
- ☐ 4 Urban Design Details
- ☐ 9 Irrigation Plans
- ☐ 1 Irrigation Details
- ☐ 11 Landscape Plans
- ☐ 1 Landscape Details
- ☐ 6 Illumination Plans
- ☐ 1 Illumination Details
- ☐ 16 Signal Plan
- ☐ 3 Signal Details
- ☐ 6 Channelization and Signing Drawings

- ❑ 11 Existing Conditions
- ❑ 1 Temporary Erosion and Sedimentation Control
- ❑ 6 Joint Utility Trench Plans (and profiles or crossing details)
- ❑ 1 Joint Utility Trench Details
- ❑ 1 Phasing Plan for Leary Way to NE 74th Street
- ❑ 168 Total Sheets

- 9.6 The Consultant will prepare a 100% check set and 100%+ check sets for review by the City.
- 9.7 The Consultant will prepare bid documents for advertisement and award by the City.
- 9.8 The Consultant will prepare 60% (outline only), 90%, 100% and final specifications for review and approval by the City. Specifications will be based on 2006 WSDOT / APWA standard specifications, using contract boilerplate and general special provisions provided by the City.
- 9.9 The Consultant will calculate quantities and prepare construction cost estimates in support of the 60%, 90%, 100% and final plans and specifications.

Task 9 Deliverables:

- *60% Review Submittal: 1 Construction Cost Estimate, 10 Half-Size (11"x17")Plans, 3 Full Size (22" x 34") Plans*
- *90% Review Submittal: 3 Copies Final Project Specific Drainage Report, 1 Construction Cost Estimate, 10 Half-Size Plans, 3 Full Size Plans, 10 Sets of Specifications*
- *100% Review Submittal: 1 Construction Cost Estimate, 10 Half-Size Plans, 3 Full Size Plans, 10 Sets of Specifications*
- *Bid Documents: 1 Engineer's Estimate, 50 Sets Bid Submittal Packet, 50 Half-Size plans, 10 Full Size Plans; 50 Sets of Specifications*

TASK 10 – PARCEL PLANS (RIGHT-OF-WAY) – PHASES 1 AND 2 PARCELS

- 10.1 The Consultant will prepare preliminary parcel plans and legal descriptions for 14 easements and 4 parcel purchases showing property needs based on title reports provided by the City and the 60% design drawings.
- 10.2 The Consultant will finalize the parcel plans and legal descriptions based on the approved 90% design and comments received from property services.

Task 10 Deliverables:

- *Individual parcel plans and legal descriptions (8½" x 11")*

TASK 11 – BID PHASE SERVICES

- 11.1 The Consultant will provide assistance during the bidding process to include responding to bidders questions, providing clarifications and preparing written record of bidder's telephone conversation.
- 11.2 The Consultant will prepare up to two addenda as required.

11.3 The Consultant will assist the City staff, as requested, in the evaluation of contractor bids and awarding the construction contract, including contacting low bidder references and preparing an award recommendation letter.

11.4 The Consultant will attend and take notes at a pre-bid conference

Task 11 Deliverables:

- *Record of Telephone Conversation with bidders*
- *Bid Award Letter*
- *Addenda*

F. FUTURE SUPPLEMENTAL AGREEMENT WILL INCLUDE:

The City of Redmond may require other services of the Consultant such as Construction Office Assistance, Construction Surveying and Staking, and Record Drawings. These services could include other work tasks not included in the scope of work. At the time these services are required, the Consultant will provide the City with a detailed scope of work and an estimate of costs.

EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

1. Hourly Rates

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed at the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Contingencies

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

4. Maximum Amount Payable

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Contingencies, but does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. Inspection of Cost Records

The CONSULTANT and its subconsultants shall keep available for inspection by representatives of the CITY, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period begins when the CONSULTANT receives final payment.

7. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

EXHIBIT C

CONSULTANT FEE DETERMINATION

PROJECT: BEAR CREEK PARKWAY & 161ST AVENUE NE - PHASE 1

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Principal Engineer	193	x	161	\$	31,073
Project Manager/Survey Manager	1,101	x	137		150,837
Project Engineer/Project Surveyer	1,780	x	113		201,140
Sr. Urban Designer					
Design Engineer/ Surveyer	4,203	x	89		374,067
Landscape Architect					
Technician	2,996	x	73		218,708
Clerical	110	x	66		7,260

TOTAL = \$ 983,085

REIMBURSABLES:

Mileage = \$ 839

Reproduction = \$ 20,985

SUBCONSULTANT COSTS (See Exhibit D): = \$ 53,000

TOTAL = \$ 1,057,909

CONTINGENCIES: = \$ 112,091

GRAND TOTAL: = \$ 1,170,000

EXHIBIT D

SUBCONTRACTED WORK

The CITY permits subcontracts for the following portions of the work of the AGREEMENT:

<u>SUBCONTRACTOR</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>
KPFF	Structural Design	\$20,000
Mirai Associates	Traffic Analysis	10,000
APS	Potholing & Utility Locates	15,000
Sound Tree Solutions	Tree Removal /Health Consultation	3,000
Norman Wildlife Consulting	Heron Rookery Consultation	<u>5,000</u>
TOTAL =		<u>\$53,000</u>

ATTACHMENT C

CONSULTANT AGREEMENT	
PROJECT TITLE Bear Creek Parkway	WORK DESCRIPTION <ol style="list-style-type: none">1. Geotechnical Engineering Services Phase 12. Environmental Planning, Assessment and Remedial Excavation Monitoring Services<ol style="list-style-type: none">a. Property Rights Acquisitions Phases 1 and 2<ul style="list-style-type: none">- Phase I ESA and Environmental Survey- Phase II ESA and Hazardous Materials Surveyb. Leary Way Shop Site<ul style="list-style-type: none">- Feasibility Study and Cleanup Action Plan- Contractor Bid Document Preparation- Remedial Excavation Monitoring- Monitoring Well Installation and Groundwater Monitoring
PROJECT NO. 100184/03-CI-70	
CONSULTANT GeoEngineers, Inc.	CONSULTANT ADDRESS 8410 - 154th Avenue NE Redmond, WA 98052 Paul Craig Phone: 425-861-6078 Fax: 425-861-6050
FEDERAL I.D. NO. 91-6237984	
MAXIMUM AMOUNT PAYABLE \$340,000.00	COMPLETION DATE April 30, 2008

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

V PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" to this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D", attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration,

contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, or rendering of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, religion, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.

- C. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, religion, sex, age, marital status, national origin and handicap.
- D. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
- G. UNFAIR EMPLOYMENT PRACTICES: The CONSULTANT shall comply with RCW 49.60.180.

IX TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due, computed as set forth herein

above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of the AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.25.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Regular public liability and property damage insurance in an amount not less than a single limit of two million and 00/100 Dollars (\$2,000,000.00) for bodily injury, including death and property damage per occurrence.
- C. Professional liability insurance in the amount of \$1,000,000 or more against claims arising out of work provided for in this contract.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY's interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT's interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

XVI COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XVI EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

CITY OF REDMOND

By: _____

By: _____
Rosemarie Ives, Mayor

Title: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
CITY OF REDMOND
BEAR CREEK PARKWAY PHASE 1
PROJECT NUMBER 100184/03-CI-70
REDMOND, WASHINGTON
SCOPE OF SERVICES

PROJECT DESCRIPTION

This following proposed scope of services is for geotechnical engineering and environmental planning aspects of the Bear Creek Parkway improvements. The improvements will include extending Bear Creek Parkway to the northwest to connect with Redmond Way; widening and improving intersections along Bear Creek (Phase 1); and connecting 161st Avenue from its current terminus at Redmond Way, south to connect with the new Bear Creek Parkway extension (Phase 2). Associated stormwater management improvements are planned as well as signalized intersections, curbs, gutters and sidewalks, associated utility and infrastructure improvements. The new roads will utilize existing road right-of-ways and will also cross properties that are currently developed with commercial facilities as well as the Leary Way Shop property.

This scope includes geotechnical engineering services for Phase 1, environmental planning services for property rights acquisitions for Phases 1 and 2, and environmental engineering services for the clean up of the Leary Way Shop Site and demolition of the Workshop Tavern.

GEOTECHNICAL ENGINEERING SERVICES

Geotechnical project considerations will include a thorough evaluation of subsurface soil and groundwater conditions, reconnaissance of undeveloped ground areas, development of recommendations for earthwork, structures, utilities, luminary and signal pole foundations, and design sections for new pavements and overlays.

The purpose of our services is to develop geotechnical recommendations for certain of the proposed road improvements. Our specific scope of services includes the following tasks:

1. Review existing geotechnical data in our library for the site and vicinity.
2. Perform a detailed geologic reconnaissance of the existing road area and surrounding vicinity. This reconnaissance will be the basis for selection of specific exploration sites.
3. Facilitate obtaining permits from the City of Redmond for exploration programs.
4. Drill five test borings at locations of along the road corridors as well as at a stormwater management facility. The borings will be drilled using a truck-mounted drill rig, to depths of about 20 feet each. We anticipate that the borings can be completed off-road and that no traffic control services will be required.
5. Perform laboratory tests on representative samples of the soils, including tests for moisture content, particle size distribution and California Bearing Ratio (CBR).

6. Evaluate pertinent physical and engineering characteristics of the soils based on the results of the field exploration, laboratory testing and our experience.
7. Provide recommendations for site preparation and earthwork including clearing criteria, suitability of on-site soils for use as structural fill including any constraints for wet weather construction, gradation criteria for any structural fill material which may have to be imported, and fill placement and compaction requirements. We will also discuss considerations for reuse of processed demolition debris on-site in fills, backfills and for pavement subgrade materials.
8. Provide recommendations for sedimentation and erosion control during and following construction, and permanent site drainage.
9. Provide recommendations for allowable lateral bearing values for traffic signal pole foundation design.
10. Evaluate new pavement sections and overlays using the procedures of the 1993 AASHTO Guide for Design of Pavement Structures. Pavements and overlays will be evaluated using existing pavement thickness and traffic loading information to be provided by the City of Redmond. We will complete two California Bearing Ratio (CBR) tests to help characterize the subgrade soils in the project area.
11. Provide geotechnical parameters for retaining wall design.
12. Discuss seismicity at the site and evaluate the earthquake engineering aspects of the project, including ground liquefaction and lateral spreading potential. If liquefaction is a concern, recommendations will be presented for methods to mitigate the effects of liquefaction.
13. Address City of Redmond sensitive areas ordinance issues as they pertain to geotechnical and geological considerations.
14. Provide design assistance and consultation regarding geotechnical issues that arise during the preliminary design phase. These services will be provided as requested.
15. Prepare draft and final written reports containing the conclusions and recommendations along with the supporting field and laboratory data.

Prior to conducting the subsurface exploration, we will contact the Washington Utilities Coordinating Council, One Call service to locate utilities at the proposed exploration locations. We will also rely on the City of Redmond to help identify any underground utilities to be avoided.

We will hire a contractor to supply and operate the drilling equipment. Drilling of the borings will be performed under the direction of one of our engineers or geologists, who will classify the materials encountered, obtain representative samples of the various soils, and develop a detailed log of each exploration. The samples will be sealed and returned to our laboratory for reexamination and testing.

The explorations will be located in the field by pacing or tape measurement from existing site features. Using these techniques, the locations of the explorations will be established for presentation on a site plan.

The test borings will be backfilled pursuant to the procedures of Washington Department of Ecology. Where the borings are drilled through existing pavement, the pavement will be patched with asphalt patch or concrete to conform to the level of the surrounding pavement. We do not plan to seal the patches with liquid asphalt.

PROPERTY RIGHTS ACQUISITION

The following proposed scope of services and estimate fees are provided for environmental planning and design phases for the Bear Creek Parkway Extension Project. We understand that the project will directly impact 18 properties that the City of Redmond (City) does not own at this time. The City may acquire property rights on 14 of the properties while the remaining 4 properties may be purchased in their entirety. Two properties, Leary Way Shop Site and the Workshop Tavern, are currently owned by the City.

PHASE I ESA

A Phase I ESA will be completed for the four individual parcels that may be acquired in their entirety. The purpose of this Phase I ESA is to identify recognized environmental conditions¹ (RECs) in connection with the property. Our scope of services is in general accordance with American Society for Testing and Materials (ASTM) Standard E1527-05 for Phase I ESAs and EPA's Federal Standard 40 CFR Part 312 "Standards and Practices for All Appropriate Inquiries (AAI)." The scope of services described below will be completed by, or under the direction of, an environmental professional as described in Federal Standard 40 CFR. The parcels that may be acquired in their entirety are:

- Parcel 9270700040, which consists of A&G Leasing, AAA Radiator, and Budget Rental;
- Parcel 9270700045, which consists of Redmond Carpet;
- Parcel 7792400190, which is a strip center between Cleveland Street and Redmond Way and includes B&B Auto Parts, among other businesses.
- Parcel 9270700005, which consists of a Kentucky Fried Chicken.

The "subject site" for the Phase I ESA will consist of the above 4 individual property parcels and will be addressed in one report. Individual reports for the Phase I ESA's will not be prepared for each individual parcel.

Our specific scope of services for the Phase I ESA is as follows:

1. Attend a kick-off meeting with the project team.
2. Review readily available geotechnical reports, environmental reports and/or other relevant documents pertaining to environmental conditions at the subject site.
3. Review the results of a federal, state, local and tribal environmental database search provided by an outside environmental data service for listings of sites with known or suspected environmental conditions on or nearby to the subject property within the search distances specified by ASTM.
4. Review regulatory agency files regarding listed sites of potential environmental concern relative to the subject site.

¹ Recognized Environmental Conditions are defined in ASTM E1527-05 as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

5. Identify a key site manager with specific knowledge of past and present site use and request that he or she meet a GeoEngineers' representative on site for an interview during the visual site reconnaissance. We will interview the key site manager by phone if they are not available during the site reconnaissance, and others familiar with past and present uses of the site and its vicinity, including the current property owner(s) and tenants/occupants, as necessary. If the property has multiple occupants we will attempt to interview representatives of occupants that we believe likely use, store, treat, handle or dispose of hazardous substances now or in the past.
6. Interview current owners or occupants of neighboring properties only as necessary to gather information or fill site-use data gaps regarding the subject property or if the subject property is abandoned and no owner or occupant interviews can be conducted.
7. Interview past owners and occupants of the subject property only as necessary to gather information or fill site use data gaps regarding site use history.
8. Interview a representative of the local fire department, health department, and/or the Washington State Department of Ecology (Ecology) as necessary to gather information or fill data gaps regarding the history of the subject site and surrounding properties relative to the likely presence of hazardous substances.
9. Review historical aerial photographs, fire insurance maps, building department records, city directories, chain-of-title reports, land use and tax assessor records, as available and appropriate, to identify past development history on and adjacent to the site relative to the possible use, generation, storage, release or disposal of hazardous substances. Attempt to identify uses of the site from the present to the time that records show no apparent structures on the site, back to the time the property was first used for residential, agricultural, commercial, industrial or governmental purposes, or back to 1940, whichever is earlier.
10. Review current USGS topographic maps to identify the physiographic setting of the site and provide a statement on the local geologic, soil and groundwater conditions based on our general experience and sources such as geologic maps and soil surveys.
11. Conduct a visual reconnaissance of the site and adjacent properties to identify visible evidence of RECs.
12. Identify the source(s) of potable water for the site and current heating and sewage disposal system(s) used at the site, if any, and their age if readily available
13. Identify data gaps relative to site research.
14. Provide a written summary of the Phase I ESA results and identified RECs along with our opinion and recommendations regarding the potential for contamination by hazardous substances at the site and the significance of any data gaps identified.

Additionally, our Phase I ESA and Environmental Survey scopes of services do not include an environmental compliance audit, an evaluation for the presence of lead-based paint, toxic mold, polychlorinated biphenyls (PCBs) in light ballasts, radon, lead in drinking water, asbestos-containing building materials, urea-formaldehyde insulation or other potentially hazardous building materials in on-site structures. Refer to the Hazardous Materials Survey section of this scope of services for these items. Soil, surface water or groundwater sampling and chemical analysis, are not included as part of this scope of services. If requested, we can provide additional information regarding these services.

We request that you provide the names and phone numbers of key individuals with knowledge of site use history, a map showing the boundaries of the subject site and tax ID numbers for parcels included within

the site. Additionally, we request that you provide us with the following helpful information, if readily available, prior to the start of our study: (1) copies of any past environmental site assessment and/or audit reports; (2) environmental permits; (3) registrations for underground and above-ground storage tanks; (4) material data safety sheets for hazardous substances used or stored on site (if any); (5) community right-to-know plans pertaining to the site; (6) safety plans pertaining to on-site facilities; (7) reports regarding geotechnical and/or hydrogeologic conditions; (8) notices of environmental violations and/or environmental liens or property use restrictions, (9) specialized knowledge or experience and commonly known information you are aware of regarding the site and related environmental conditions, and (10) explanation if any significant difference between purchase price and market value, if the site is not known to be contaminated.

Our services will be completed within approximately 6 to 8 weeks after receiving authorization to proceed.

ENVIRONMENTAL SURVEY

An Environmental Survey will be completed on the following fourteen parcels for which property rights may be acquired. The purpose of our Environmental Survey is also to identify potential environmental concerns in connection with the properties. However, the proposed scope of services does not satisfy the ASTM Standard for a Phase I ESA. Property rights may be acquired on the following parcels:

- Parcels 7202410070 and 7202410200, located to the northeast of the existing Bear Creek Parkway and southeast of Leary Way.
- Parcel 7202410260, located to the west of Bear Creek Parkway and southeast of Leary Way.
- Parcels 9270700035, 9270700030, 9270700025, 9270700020, and 9270700010, located on the north side of 159th Place NE.
- Parcels 9270700090, 1125059104, 1125059107 and 1125059068, located on the south side of 159th Place NE.
- Parcel 7792400040, west of 160th Place NE and north of railroad tracks.
- Parcel 11250599021, which crosses the railroad tracks immediately north of Leary Way Shop Site.

The “subject site” for the Environmental Survey will consist of portions (approximately 10 feet to 30 feet wide strips) of the 14 individual property parcels listed above and will be addressed in one report. Environmental Survey reports will not be prepared for each individual parcel. For the purpose of this fee estimate, we will assume that the City will purchase one of the 14 parcels in their entirety, for which a Phase I ESA will be completed on that parcel.

Our specific scope of services for the Environmental Survey includes the following:

1. Review the results of a federal, state and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the site or nearby properties within the search distances specified by ASTM.
2. Conduct a visual reconnaissance of the site and adjacent properties to identify visible evidence of RECs.
3. Conduct limited historic review of past land uses using only historic aerial photographs (assume 3 decades [maps]) and Sanborn historic fire insurance maps.

4. The final written product will be a matrix identifying potential risk with each parcel.

The Environmental Survey specifically does not include the following tasks:

1. Chain of title search (if available and provided by client).
2. Historic tax assessment records.
3. Additional aerial photos.
4. Interviews (agency, local, key owner/operator).
5. Agency file review.
6. Kroll and/or other historic maps and historical docs.
7. City business directories.
8. Description of potable water sources.
9. Description of geology.

Our services will be completed within approximately 6 to 8 weeks after receiving authorization to proceed.

PHASE II ESA

For City budgeting purposes at this time, we have assumed that a Phase II ESA will be required at two of the four properties for which recognized environmental conditions were identified during Phase I ESA activities, which are anticipated to be conducted in the fourth quarter of 2006. The objective of the proposed Phase II ESA services is to further evaluate potential impacts to soil identified as RECs in the Phase I ESA and to evaluate whether there is solvent-, metals- or petroleum-related contamination in soil and/or groundwater beneath the site(s). The following is our specific scope of services:

1. Modify a site safety plan for GeoEngineers' employees during on-site exploration.
2. Review building construction drawings, if available, to identify underground utility locations on the property.
3. Arrange for "one-call" underground utility locate to be completed for public rights of way and easements in the vicinity of the proposed exploration locations.
4. Subcontract a private utility locating service to evaluate potential underground hazards at the proposed exploration locations.
5. Prepare a brief sampling and analysis plan to address each REC finding in the Phase I ESA report.
6. Monitor up to 3 days of direct-push drilling at approximately 30 exploration locations at the two sites. The borings will be completed by licensed drilling company under subcontract to GeoEngineers. We will coordinate with the owner's representative to minimize disruption to businesses present at the site(s).
7. Obtain continuous core soil samples from each of the borings. Field screen the soil samples for evidence of petroleum hydrocarbons and volatile organics using visual, water sheen and headspace vapor screening methods. Visually classify the samples in general accordance with American Society for Testing and Materials (ASTM) D-2488 and maintain a detailed log of each boring.

8. Soil samples obtained from the borings will be submitted for chemical analysis if field screening indicates evidence of contaminants in the samples. A minimum of one soil sample from each boring and up to a total of 45 soil samples will be submitted to North Creek Analytical in Bothell, Washington for chemical analysis of one or more of the following:
 - a. Diesel- and lube oil-range hydrocarbons by Washington State Department of Ecology (Ecology) Northwest Method NWTPH-Dx with a sulfuric acid/silica gel cleanup
 - b. Gasoline-range hydrocarbons by Northwest Method NWTPH-Gx
 - c. Volatile organic compounds (VOCs) by EPA Method 8260
 - d. Semi-volatile organic compounds (SVOCs), including PAHs, by EPA Method 8270
 - e. RCRA 8 dissolved metals by EPA 6000/7000 series.
 - f. Polychlorinated biphenyls by EPA Method 8082.
9. Obtain grab groundwater samples from up to 10 select borings for chemical analytical testing of one or more of the analytes listed in item 7 above.
10. Waste decon water and soil cuttings from drilling activities will be drummed, secured, labeled and temporarily stored at the site(s) pending soil characterization to identify disposition options. Based on the results of chemical analysis from soil samples obtained from the borings, GeoEngineers will subcontract the transport and disposal of the drummed soil cuttings to an appropriate permitted disposal facility.
11. Evaluate the field and laboratory data for each site with regard to Washington State Model Toxics Control Act (MTCA) Method A cleanup levels.
12. Prepare a written report summarizing the results of our Phase II ESA findings.
13. Prepare a table of estimated cost to address remediation of soil and groundwater (if any) for each site.

We anticipate that buried utilities may be present near the planned boring locations. We will follow standard practices for notification and location of underground utilities; however, we request that you provide us with drawings and plans, if available, showing buried utility locations, or have facility personnel identify buried utility locations when plans are not available. We will use appropriate diligence when locating our borings to avoid utilities. However, we assume no liability if damage to utilities occurs from our explorations if utility locations are not shown on drawings or not located. We will attempt to conduct our drilling operations in such a manner as to cause as little disruption to the tenants and customers of the businesses as possible.

HAZARDOUS MATERIALS SURVEY

A hazardous materials survey will be completed on the existing buildings on each of the four parcels listed above under the heading Property Acquisition. Additionally, a hazardous materials survey will be completed on the Workshop Tavern structure located at 7541 Leary Way NE and identified as tax parcel 1125059073. The City currently owns this piece of property. The purpose of the hazardous materials survey is to identify materials in the buildings that may require special handling and/or disposal during the demolition of the structures. The following is our specific scope of services:

1. Asbestos-Containing Materials (ACM) survey by AHERA Accredited Inspector.
 - a. Bulk sampling and analysis of suspect ACM.
 - b. Quantity estimates of ACMs.

- c. Review of existing survey data, if available.
- d. Written descriptions of bulk samples with sample locations.
- e. Written report including sample logs, descriptions, recommendations and separate budget overview.
- f. Statement of compliance with WAC 296-62-077721 & PSXAA Regulation III, Article 4 sign-off.

2. Lead-Based Paints (LBP)

- a. Perform limited screening of suspect LBP both interior and exterior, utilizing a Niton XRF portable sampling device.
- b. Prepare final report including sample descriptions, locations, analytical results and recommendations.

The hazardous materials survey will be conducted by AHERA accredited inspectors under subcontract to GeoEngineers.

LEARY WAY SHOP SITE

The Leary Way Shop Site was used as a maintenance facility by the King County Department of Transportation, Roads Services Division from the mid-1920s through the mid-1960s. Former uses included vehicle fueling and maintenance, machine shop fabrication and materials storage. A materials testing laboratory occupied the site from the mid-1960s through the mid-1990s and a survey department occupied offices on the site for several years. Animal Control (offices), the Sheriff's Department (storage) and the Parks Department native plant restoration program also utilized the site until recently (Camp, Dresser and McKee, Inc. [CDM] 2002).

Lead-based paint, asbestos building materials and polychlorinated biphenyl- (PCB) containing light ballasts were identified within buildings at the site in a hazardous materials survey completed in February 2002 (CDM). Each of the eleven above-ground structures at the site were demolished and removed from the site in 2005. Materials removed from the site either were recycled or transferred to permitted facilities for disposal.

CDM completed a Phase I Environmental Assessment (EA) at the site in early 2001 in which they identified "...multiple potential soil and groundwater contamination sources from onsite chemical use and storage." A follow-up Phase II EA was completed by CDM in October 2001 to explore the potential contamination sources. Petroleum hydrocarbon contamination in soil was identified at concentrations that exceeded corresponding Model Toxics Control Act (MTCA) Method A cleanup levels. Additionally, tetrachloroethylene (PCE) was identified in soil and groundwater samples obtained from the site at concentrations that were less than MTCA Method A cleanup levels. The studies are summarized in *Phase I Environmental Assessment, King County Department of Transportation, Road Services Division Maintenance Facility, 7735 Leary Way, Redmond, Washington*, dated April 24, 2001, and *Phase II Environmental Assessment, King County Department of Transportation, Road Services Division Maintenance Facility, 7735 Leary Way, Redmond, Washington*, dated February 2002.

Farallon Consulting (Farallon) prepared a report entitled *Summary of Subsurface Investigation Results and Preliminary Remediation Cost Estimate, City of Redmond – Leary Way Property*, dated October 25, 2002 to summarize their review of CDM's studies completed at the site and to document the findings of a supplemental subsurface study completed by Farallon to fill in data gaps from the CDM studies.

GeoEngineers completed a Focused Supplemental Site Assessment at the site in the summer of 2006 to evaluate subsurface soil and groundwater conditions near former Buildings 2, 5, 6, 8, 9 and 10, areas that were inaccessible during previous site assessment studies. Access challenges were eliminated with the removal of eleven above-ground structures from the site in late 2005. A summary of the findings during this study and conclusions based on the findings of each of the previous studies is presented in GeoEngineers' report entitled, *Focused Supplemental Site Assessment, Leary Way Shop Site, 7733 Leary Way, Redmond, Washington, dated July 2006*.

FEASIBILITY STUDY AND CLEANUP ACTION PLAN

We understand the City's objective is to address contamination in soil and groundwater at the site through an Ecology MTCA-compliant remedial action that will ultimately bring the site into compliance with MTCA cleanup levels for unrestricted land use. We also understand that any remedial action undertaken at the site is likely to occur in the summer of 2007. Additionally, upon completion of cleanup at the site, we understand that the City may take advantage of cleanup grants through Ecology's Voluntary Cleanup Program (VCP).

A feasibility study (FS) and cleanup action plan (CAP), per MTCA requirements, will be prepared for the site to help meet the City's objective. GeoEngineers' *Focused Supplemental Site Assessment, Leary Way Shop Site, 7733 Leary Way, Redmond, Washington, dated July 2006* will serve as the remedial investigation (RI) portion of the RI/FS, as generally required by WAC 173-340-350. The goal of the FS will be to identify and rank options for remedial actions that will meet MTCA remedy selection criteria.

The Cleanup Action Plan will be developed in general accordance with WAC 173-340-380 and will provide the City with a plan for addressing the remediation of contamination in soil and groundwater at the site, based on the remedy selection certified in the FS. These items are described in more detail below.

Our specific scope of services for the Feasibility Study and Cleanup Action Plan include the following:

ENTER VOLUNTARY CLEANUP PROGRAM

1. Assist the City with entering Ecology's Voluntary Cleanup Program.
2. Communicate with Ecology VCP representative for the project on an as-needed basis.

FEASIBILITY STUDY

1. Identify and rank cleanup action alternatives relative to MTCA remedy selection criteria.
2. Prepare a draft FS report generally consistent with MTCA requirements and Ecology guidance to the City for review prior to being sent to Ecology.

CLEANUP ACTION PLAN

1. Prepare a draft CAP report for internal review by the City. This document would include the information contained in the RI/FS, identify and describe the selected remedy, present cleanup levels and discuss points of compliance and compliance monitoring. The FS and CAP will be combined into one report.

2. Incorporate City comments into the draft FS and CAP report and submit the draft FS and CAP report to Ecology for review and comment.
3. Incorporate Ecology comments into the final FS and CAP report.

Our services will be completed within approximately 6 to 10 weeks after receiving authorization to proceed.

PREPARATION OF CONTRACTOR BID DOCUMENTS AND PROJECT MANAGEMENT ASSISTANCE

The purpose of these services is to assist the City of Redmond in the preparation of Contractor Bid Documents for the remedial activities related to soil contamination located on the Leary Way Shop property. The documents will guide environmental contractors through the bidding process to supply cost estimates to the City for a specific scope of work detailed in the bid documents. Included in our proposed services to the City is assistance with project management responsibilities through the award of contract to the successful bidder. The following is our specific scope of services for the preparation of the contractor bid documents and project management assistance:

1. Assist the City of Redmond with contractor's scope of work and assessment of general project budget for City of Redmond budgeting purposes.
2. Assist the City of Redmond with the creation of a contractor's specifications bid package for remedial excavation activities related to petroleum- and/or solvent-impacted soils at the site.
 - a. The specifications will address the handling and transport of contaminated soil related to the remedial activities at the site, in accordance with Federal, State and Local regulations.
 - b. The document will be produced by GeoEngineers for the City.
 - c. The City will provide the document to contractors seeking to bid on the remedial activities associated with the removal of contaminated soils from the site and subsequent site restoration.
3. Assist the City during the bidding process, including technical assistance with various aspects of the proposed project.
4. Accompany subcontractors during site walks associated with pre-bid meetings at the site.
5. Assist the City in preparing documentation to secure a clearing and grading permit for the project. We have assumed that no more than 24 hours of effort will be required to produce the necessary documentation to secure the permit. The City will be responsible for all fees directly related to securing the permit including application fees, bonds, and fees associated with the volume of soil to be moved.
6. Assist the City in preparing documentation to secure a State Environmental Policy Act (SEPA) Checklist. We have assumed that no more than 40 hours of effort will be required to produce the checklist. The City will be responsible for all fees directly related to submittal of the checklist.

REMEDIAL EXCAVATION AND GROUNDWATER MONITORING

The purpose of the proposed remedial activities outlined below is to prepare the site for construction activities related to the Bear Creek Parkway Extension project. The primary objective is to remove contaminants in soil, primarily petroleum hydrocarbons, at concentrations greater than MTCA Method A cleanup levels from the site. The following is our specific scope of services:

GENERAL

1. Participate in one meeting with City to discuss project objectives, logistics and schedule.
2. Participate in one on-site pre-construction site meeting to discuss project objectives, logistics and schedule.
3. Modify site safety plan for GeoEngineers personnel during performance of the work.
4. Obtain approval for disposal of excavated soil to an approved soil disposal facility.
5. Coordinate with a license well driller to abandon monitoring well(s) that are located within the proposed areas of excavation in accordance with State of Washington standards for resource protection wells (WAC 173-160). We anticipate that only one monitoring well (MW-7) will be impacted by excavation activities.

REMEDIAL EXCAVATION ACTIVITIES

1. Arrange for “one-call” underground utility locate to be completed for public rights of way and easements in the vicinity of the proposed exploration locations.
2. Subcontract a private utility locating service to evaluate potential underground hazards at the proposed exploration locations.
3. Observe soil conditions and employ soil field screening to advise the contractor regarding the removal of potentially petroleum-impacted soil from the following locations:
 - a. Building 4 (approximately 150 to 250 tons)
 - b. Building 5 (approximately 1,300 to 2,600 tons)
 - c. Building 6 (approximately 1,500 to 3,500 tons)
 - d. Southwest Area (approximately 1,500 to 4,000 tons)
 - e. Building 10 (approximately 700 to 1,000 tons)
4. Observe and document the removal of excavated soil to an approved soil disposal facility. Collect waste manifest documentation from the disposal facility.
5. Obtain confirmational soil samples in the five excavation areas listed in Item #4 above to characterize soil conditions at the final limits of the excavation for contaminants of concern. Soil samples will be obtained from the base and sidewalls of the five excavations at approximately 50-foot staggered spacing intervals.
6. Submit confirmation samples for chemical analysis of one or more of the following: petroleum hydrocarbons by Ecology Northwest Method NWTPH-Dx with a sulfuric acid/silica gel cleanup; volatile organic compounds by EPA Method
7. Evaluate the laboratory results relative to corresponding MTCA cleanup levels, as presented in the cleanup action plan that will be prepared for the site.

8. Observe and document the placement of backfill soil in each of the five excavation areas at the site. Complete up to two in-place density tests per lift in each area.

MONITORING WELL INSTALLATION

1. Monitor the drilling of two hollow-stem auger soil borings to depths of approximately 25 feet beneath the ground surface (bgs). The locations of the borings will be evaluated by GeoEngineers and the City prior to installation for optimum placement based on soil and/or groundwater conditions encountered during excavation activities.
2. Obtain soil samples from the borings at approximately 5-foot depth intervals. Visually classify the samples in general accordance with American Society for Testing and Materials (ASTM) D-2488 and maintain a detailed log of each boring.
3. Evaluate the samples for evidence of volatile organics using field screening techniques (water shien screening and headspace vapor testing).
4. A minimum of one soil sample will be submitted from each boring for chemical analysis of the following: VOCs by EPA Method 8260B and diesel- and lube oil-range petroleum hydrocarbons by Northwest Method NWTPH-Dx with sulfuric acid/silica gel cleanup
5. Soil cuttings from drilling activities will be drummed, secured, labeled and removed for permitted off-site disposal. Disposal authorization will be based on soil conditions during remedial excavation activities at the site.
6. Waste decon, development and purge water from drilling activities will be drummed, secured, labeled and removed for permitted off-site disposal. Disposal authorization will be based on groundwater conditions during chemical analytical results obtained following the installation of monitoring wells at the site.
7. Observe the installation of a 2-inch diameter polyvinyl chloride (PVC) monitoring well in each of the two soil borings per Washington State Well Construction Standards (WAC 173-160). We expect to complete each well to a depth of approximately 25-feet bgs with a screened interval (0.020" slot width) between approximately 10- and 25-feet bgs and solid pipe between 0- and 10-feet bgs. The subcontracted driller will complete each monitoring well within a lockable flush-grade steel monument.
8. Develop the two new monitoring wells using hand bailing and surging techniques.
9. Survey the monitoring well casing rim elevations relative to the casing rim elevation of other monitoring wells at the site. These monitoring well elevations will be tied into the City of Redmond control network H-NAD 93/91 HARN V-NGVD27.
10. Measure depth to groundwater and total depth in the monitoring wells, calculate the groundwater elevations and estimate the direction of shallow groundwater flow.

GROUNDWATER MONITORING

1. Complete four groundwater monitoring events on a quarterly schedule to obtain groundwater samples using low flow sampling techniques from a total of up to 8 (new and existing) monitoring wells for chemical analysis of the following: VOCs by EPA Method 8260B and diesel- and lube oil-range petroleum hydrocarbons by Northwest Method NWTPH-Dx with sulfuric acid/silica gel cleanup.
2. Evaluate the groundwater chemical analytical results relative to the Model Toxics Control Act (MTCA) Method A cleanup levels.

REPORT PREPARATION

1. Prepare a draft report for City review to document remedial excavation activities, monitoring well installation and the first groundwater monitoring event.
2. Incorporate City edits from Item #1 above into final report.
3. Prepare a brief written report summarizing the findings of groundwater monitoring events 2 through 4 following the conclusion of the fourth groundwater monitoring event.

FUTURE PROJECT ACTIVITIES

The following future project activities may need to be completed prior to the commencement of construction activities related to the Bear Creek Parkway improvements following the completion of the scopes of services mentioned above. The estimated cost associated with the completion of each of the future activities will be provided in a separate proposal(s) to the City upon request after the scopes of services mentioned above are completed. The future project activities that have been identified to date are:

1. Demolition of structures on properties that the City may acquire (see Phase I ESA above) or on property that the City has already acquired (Workshop Tavern).
 - a. Preparation of contractor bid documents for the demolition of structures.
 - b. Hazardous materials abatement of structures and/or site, if necessary.
 - c. Project management and documentation related to oversight of demolition activities.
2. Preparation of documents related to environmental remedial actions, if any, related to properties that the City currently owns or may acquire, with the exception of the Leary Way Shop site.
3. Other environmental or geotechnical services related to properties or parcels not mentioned in the scopes of services mentioned above.

EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

1. Hourly Rates

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed at the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Contingencies

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

4. Maximum Amount Payable

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Contingencies, but does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. Inspection of Cost Records

The CONSULTANT and its subconsultants shall keep available for inspection by representatives of the CITY, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period begins when the CONSULTANT receives final payment.

7. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

EXHIBIT C

CONSULTANT FEE DETERMINATION

PROJECT: Bear Creek Parkway Extension – Phase I ESA and Environmental Survey

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Principal	109	x	170	=	\$ 18,530
Sr. 1 Project Manager	138	x	121	=	16,698
Project Manager 2	287	x	117	=	33,579
Staff 3 Engineer/Scientist	812	x	92	=	74,704
Staff 2 Engineer/Scientist	234	x	77	=	18,018
Field Technician	40	x	73	=	2,920
Cadd Technician	42	x	105	=	4,410
Word Processor	52	x	77	=	4,004
Project Assistant	218	x	70	=	15,260
TOTAL = \$					<u>188,123</u>

REIMBURSABLES:

Mileage	500	x	0.445*	\$ 223
Reproduction (copies, plots, etc.)	17,300	x	0.12	2,076
Gas Detection Meters	4	x	80.00	320
Miscellaneous Equipment	80	x	50.00	4,000
Postage	3	x	50.00	150
In-house Geotechnical Soil Testing	1	x	1,500	1,500
				= \$ <u>8,269</u>

* Mileage rate will correspond with the IRS published mileage rate.

SUBCONSULTANT COSTS (See Exhibit D): = \$ 98,587

TOTAL = \$ 294,979

CONTINGENCIES (~15%): = \$ 45,021

GRAND TOTAL: = \$ 340,000

EXHIBIT D
SUBCONTRACTED WORK

The CITY permits subcontracts for the following portions of the work of the AGREEMENT:

<u>SUBCONTRACTOR</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>
EDR	Historical Research Report	\$ 495
Walker and Associates	Aerial Photographs	200
Dept. of Ecology	File Copies	100
APS, Inc.	Utility Locate Service	1,200
Cascade Drilling	Drilling Services	12,500
Holt Drilling	Drilling Services	3,500
Test America	Chemical Analytical	57,592
Pacific Rim Environmental	Asbestos and Lead Survey	<u>23,000</u>
TOTAL SUBCONTRACTED WORK		\$98,587